

EDMUND D. CAMPBELL \*  
THOMAS SEARING JACKSON +  
JAQUELIN AMBLER MARSHALL  
H. DONALD KISTLER  
BENJAMIN W. DULANY \*  
KENNETH WELLS PARKINSON  
DANIEL WEBSTER COON +  
THOMAS PENFIELD JACKSON  
ARTHUR C. ELGIN, JR. +  
JAMES P. SCHALLER \*  
ROGER V. BARTH +  
JAMES E. BRAMMER  
PATRICIA D. GURNE  
NICHOLAS STILLWELL MCCONNELL \*\*  
ALAN R. SWENDIMAN +  
PATRICK L. WOODWARD +  
JAMES R. MICHAL  
CLIFFORD A. WILPON +  
DAWN V. WHITE +  
DAVID H. COX

\* ALSO ADMITTED IN MARYLAND  
\* ALSO ADMITTED IN VIRGINIA

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Room 2215  
Washington, D.C. 20423

Dear Ms. Mergenovich:

As special counsel for McDonnell Douglas Finance Corporation  
I have been requested to ask that you file the enclosed documents:

1. An Assignment of Lease, dated as of June 17, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as assignee, and Xtra Leasing Inc., a Delaware corporation, as assignor, which effectuates an assignment of a certain lease agreement dated as of March 10, 1980, by and between XTRA, Inc. and Garden City Co-op, Inc. The railroad cars affected by the terms of this Assignment of Lease are Ten (10) covered hopper railcars of 4750 cubic feet capacity bearing road numbers XTRX 76493-76502, inclusive;
2. An Assignment of Lease, dated as of June 17, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as assignee, and Xtra Leasing Inc., a Delaware corporation, as assignor, which effectuates the assignment of a certain lease agreement dated as of March 10, 1980, by and between XTRA, Inc. and Farmland Industries, Inc. The railroad cars affected by the terms of this Assignment of Lease are Twenty-One (21) covered hopper railcars of 4750 cubic feet capacity bearing road numbers XTRX 75933-75953, inclusive;

RECORDATION NO. 11918-C Filed 1425

LAW OFFICES

JACKSON, CAMPBELL & PARKINSON, P.C.

ONE LAFAYETTE CENTRE

SUITE 300 SOUTH

1120 20TH STREET, N.W.

WASHINGTON, D.C. 20036

(202) 457-1600

June 25, 1980

JUN 25 1980 -3 20 PM

INTERSTATE COMMERCE COMMISSION

I.C.C.  
FREE OPERATION BR.

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BETHESDA, MARYLAND 20850  
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VIRGINIA OFFICE  
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ROGER H. MUZZALL  
COUNSEL

DIRECT DIAL NUMBER  
457-1634

RECORDATION NO. 11918-E Filed 1425

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INTERSTATE COMMERCE COMMISSION

0-177A112  
No.

Date JUN 25 1980

Fee \$ 50.00

ICC Washington, D.C.

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RECORDATION NO. 11918-B Filed 1425

JUN 25 1980 -3 20 PM

INTERSTATE COMMERCE COMMISSION

David H. Cox  
C. Dunlap

Ms. Agatha Mergenovich

June 25, 1980

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3. An Assignment of Lease, dated as of June 17, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as assignee, and Xtra Leasing Inc., a Delaware corporation, as assignor, which effectuates the assignment of a certain lease agreement dated March 10, 1980, by and between XTRA, Inc. and Farmers Co-op Elevator and Merchantile Association. The railroad cars affected by the terms of the Assignment of Lease are Ten (10) covered hopper railcars of 4750 cubic feet capacity bearing road numbers XTRX 76483-76492, inclusive;
4. An Assignment of Lease, dated as of June 17, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as assignee, and Xtra Leasing Inc., a Delaware corporation, as assignor, which effectuates the assignment of a certain lease agreement by and between XTRA, Inc. and Farmers Co-op Elevator Company, dated as of March 10, 1980. The railroad cars affected by the terms of this Assignment of Lease are Twenty-Six (26) covered hopper railcars of 4750 cubic feet capacity bearing road numbers XTRX 76521-76546, inclusive; and
5. An Assignment of Lease, dated as of June 17, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as assignee, and Xtra Leasing Inc., a Delaware corporation, as assignor, which effectuates the assignment of a certain lease agreement by and between XTRA, Inc. and Pawnee County Co-op Association, dated as of March 10, 1980. The railroad cars affected by the terms of this Assignment of Lease are Ten (10) covered hopper railcars of 4750 cubic feet capacity bearing road numbers XTRX 76503-76512, inclusive.

The names and addresses of the principal parties to the aforementioned documents are:

McDonnell Douglas Finance Corporation  
3955 Lakewood Boulevard  
Long Beach, California 90847  
Attention: Charles Johnson, Esquire

XTRA, Inc.  
60 State Street  
Boston, Massachusetts 02109  
Attention: Dennis J. Baker, Esquire

Ms. Agatha Mergenovich  
June 25, 1980  
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All of the aforementioned Assignments of Lease should be filed in Recordation File No. 11918 in light of the fact that the Equipment Lease Agreement by and between the aforementioned parties has been filed and recorded under that Recordation Number.

I am delivering a total of Three (3) manually executed copies of the aforementioned Agreements. I would appreciate it if you would have Two (2) copies of each stamped as recorded and returned to me.

Thank you for your assistance and I look forward to hearing from you at your earliest convenience.

Very truly yours,

JACKSON, CAMPBELL, & PARKINSON P.C.

By:

  
David H. Cox

DHC/lg

Enclosures:  
As Stated

cc: Charles Johnson, Esquire

JUN 25 1980 - 3 22 PM  
ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION  
AGREEMENT dated as of June 17, 1980 among McDonnell Douglas Finance Corporation, a Delaware corporation ("Assignee") and Xtra Leasing Inc., a Delaware corporation ("Assignor").

WHEREAS, concurrently with the execution and delivery of this Agreement Assignee and Assignor are entering into an Equipment Lease Agreement dated as of June 17, 1980 (the "Prime Lease") providing for the lease by Assignee to Assignor of certain railroad equipment (the "Equipment"), and XTRA, Inc. and Pawnee County Co-op Association ("Lessee") have entered into a Lease Agreement dated as of March 10, 1980 (the "Sublease") providing for the lease by XTRA, Inc. to Lessee of certain of the Equipment more particularly described on Exhibit "A" hereto (the "Subleased Equipment"); and

WHEREAS, pursuant to an Assignment of Lease and Assumption of Liabilities Agreement dated as of June 16, 1980, XTRA, Inc. has assigned to Assignor all of its right, title and interest in and to the Sublease to the extent that it relates to the Subleased Equipment; and

WHEREAS, in order to secure the performance by Assignor of its obligations under the Prime Lease and as a further inducement to the execution and delivery by Assignee of the Prime Lease, Assignor is prepared to assign to Assignee all its right, title and interest in and to the Sublease to the extent that it relates to the Subleased Equipment;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein the parties agree as follows:

1. In order to secure the due and punctual performance by Assignor of each and every obligation of Assignor under, and

compliance by Assignor with each and every provision of, the Prime Lease, Assignor hereby irrevocably assigns, transfers and sets over to Assignee, all of Assignor's estate, right, title, interest, claim and demand in, to and under the Sublease to the extent that it relates to the Subleased Equipment and all rental payments due or to become due thereunder and damages and other moneys from time to time payable to or receivable by Assignor under the Sublease to the extent related to the Subleased Equipment (said sums being herein called the "Moneys").

2. Notwithstanding the provisions of Section 1 hereof, unless and until an Event of Default shall have occurred under the Prime Lease, and thereafter until Assignor has remedied all Events of Default under the Prime Lease, Assignor shall be entitled to exercise all of Assignor's rights under the Sublease except (a) the right to assign or grant a security interest in any such rights to the extent related to the Subleased Equipment including the right to receive Moneys to any person other than Assignee, (b) to the extent that such exercise would violate any provision of the Prime Lease, and (c) as otherwise provided herein. Upon the occurrence of an Event of Default under the Prime Lease, all rights and interests of the Assignor in, to and under the Sublease to the extent that it relates to the Subleased Equipment and the proceeds thereof, including all rights to receive Moneys thereunder, shall be exercisable solely by and shall inure solely and exclusively to the benefit of Assignee. Accordingly, upon such occurrence Assignee shall have all the rights to enforce the Sublease to the extent that it relates to the Subleased Equipment as if Assignee were a party to the Sublease.

3. Any Moneys which would have been required to be paid to Assignor by Lessee but for the existence of an Event of Default under the Prime Lease (and which have been paid to Assignee by Lessee) shall be held by Assignee for the account of Assignor and may be applied by Assignee to cure any Event of Default under the Prime Lease and shall, at such time as there shall not be existing any Event of Default under the Prime Lease and to the extent not used to cure any Event of Default under the Prime Lease, be paid over to Assignor.

4. The obligations of Assignor owing to Lessee under the Sublease shall continue to be obligations of Assignor, and Assignee shall have no obligations or liability under the Sublease by reason of, or arising out of, this Agreement, and shall not be obligated to make any inquiry as to the sufficiency of any payment received by it or to present or file any claim to take any action to collect or enforce any claim for any payment assigned thereunder.

5. Assignor represents and warrants that it has not assigned or pledged, and hereby covenants that it will not assign or pledge any of its estate, right, title or interest in and to the Sublease to the extent it relates to the Sublease Equipment to anyone other than Assignee.

6. All notices required under the terms and provisions hereof shall be in writing and addressed (a) if to Assignor at c/o X-L-CO., INC.  
60 State St., Boston, <sup>MA 02109</sup> or at such other address as Assignor shall from time to time designate in writing to the other parties hereto, or (b) if to Assignee at 3855 Lakewood Boulevard, Long Beach, California 90846, Attention: President, or at such other address as Assignee shall from time to time designate in writing to the other

parties hereto.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. This Agreement may not be amended or modified except in writing by an agreement or agreements entered into by the parties hereto.

9. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by one of its duly authorized officers as of the day and year first written above.

(SEAL)

XTRA LEASING INC.

By:

Edmund P. Ross

Its:

Pres.

Attest:

William D. Evans

(SEAL)

MCDONNELL DOUGLAS FINANCE CORPORATION

By:

James P. Christensen

Its:

Authorized Agent

Attest:

Charles R. Johnson

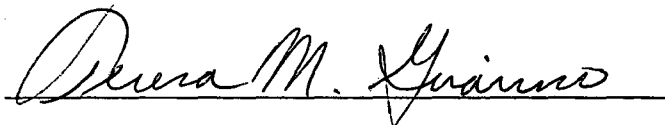
STATE OF Massachusetts )  
COUNTY OF Suffolk ) SS

On this 17th day of June , 1980 , before me  
personally appeared Edward P. Roberts

, to me personally known, who, being by me duly  
sworn, says that he is President

of XTRA Leasing, Inc.

~~, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation,~~ that said  
instrument was signed and sealed on behalf of said corporation  
by authority of its Board of Directors and he acknowledged that  
the execution of the foregoing instrument was the free act and  
deed of said corporation.



Notary Public

(Notarial Seal)

My Commission expires 2/22/85



STATE OF Massachusetts )

SS

COUNTY OF Suffolk )

On this 17th day of June , 1980 , before me  
personally appeared Gary P. Christensen

, to me personally known, who, being by me duly  
sworn, says that he is the Authorized Agent

of McDonnell Douglas Finance

Corporation , that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corporation by  
authority of its Board of Directors and he acknowledged that the  
execution of the foregoing instrument was the free act and deed of  
said corporation.

Marion A. Swell

Notary Public

(Notarial Seal)

My Commission expires August 16, 1983

to ASSIGNMENT OF LEASE dated as of June 17, 1980

Description of Subleased Equipment

10 LO design covered hopper railcars of 4750 cu. ft. capacity  
numbered in series from XTRX 76503 - 76512, inclusive; manufactured  
by Portec, Inc.